

REQUEST FOR PROPOSAL

FITNESS EQUIPMENT



DEPARTMENT OF PARKS AND RECREATION

INVITATION TO BID

The City of Shrewsbury is accepting bids from qualified vendors to furnish commercial treadmills for the City of Shrewsbury. One high grade treadmill will go to the Community Center; the other medium grade treadmill will go to the Fire Department.

Sealed bids will be accepted until **2:00 p.m., Friday, May 18, 2018**, at which time they will be opened publicly and read aloud in the Council Chambers at the Shrewsbury City Center. Bids should be submitted to:

Chris Buck, Director of Parks and Recreation,
City of Shrewsbury, 5200 Shrewsbury Ave, Shrewsbury, MO 63119

Bids may be delivered in person, by carrier, or by mail. It is the sole responsibility of the vendor to see that his/her bid is received in proper time. No late bids will be considered.

RFP Released	April 30, 2018
Proposals due from vendors	May 18, 2018
To Council for Approval	June 12, 2018
Tentative Delivery	July 2018

The City of Shrewsbury reserves the right to reject any and all bids and waive any informality. The City of Shrewsbury also reserves the right to select the lowest and/or best bidder as determined by the City in its sole discretion.

Questions regarding the bid request should be made in writing (either by fax or e-mail) to Chris Buck, Director of Parks and Recreation for the City of Shrewsbury. Fax number is 314-647-5719; e-mail is cbuck@cityofshrewsbury.com.

INSTRUCTIONS TO BIDDERS - PLEASE READ ALL INSTRUCTIONS CAREFULLY.

- 1 **Bid Procedure.** Attach completed Bid Form (the “Bid”) and include all information set forth herein pertaining to the equipment. Failure to do so will result in the disqualification of the bid.
 - 1.1 The Vendor represents, warrants and covenants that (s)he has carefully examined the specifications and all provisions contained in the Request for Bids relating to items to be furnished, and understands the meaning, content, and requirements of and agrees to the same.
 - 1.2 The bid must be signed, on company letterhead, sealed, plainly marked: “FITNESS EQUIPMENT BID,” and delivered to the City of Shrewsbury, Attention: Chris Buck, Director of Parks and Recreation, 5200 Shrewsbury Ave, Shrewsbury, MO 63119.
 - 1.3 Bid must be delivered to the Shrewsbury Community Center, 5200 Shrewsbury Ave, by 2:00 p.m. on Friday, May 18 C.S.T., at which time bids will be publicly opened. No faxed or verbal bids will be accepted. Vendors are responsible for the timely delivery of bid packages to City Center. A postage meter mark is not sufficient evidence of mailing any bid package.
 - 1.4 Bids may be withdrawn by notifying the City in writing prior to the submission deadline.
- 2 **Bid Contents and Format.** Each Bidder must submit, as a part of its Bid, a written statement covering the following information:
 - 2.1 Letter of introduction from Vendor accepting the terms outlined in the RFP.
 - 2.2 Bid forms must be filled out in their entirety. If not otherwise completed, all blanks must be marked with “N/A.” Any information not filled out in its entirety will be considered a “NO BID”, and will not be considered.
 - 2.3 Dealer and manufacturer warranty information must be included in the bid.
 - 2.4 Be sure to copy figures on Bid Summary.
 - 2.5 Bidders must provide the name of the manufacturer contact, current phone number, and an account number for the City of Shrewsbury to purchase replacement parts and products directly from the manufacturer. This information must be included in your bid.
- 3 **General Requirements**
 - 3.1 Bid form must be returned along with the required information noted above. Copies of the bid form may be made if placing bids for multiple brands or models of equipment.
 - 3.2 The requirements listed herein are to be considered MINIMUM requirements. Each machine must meet OR exceed these requirements. Alternate equipment must be submitted with information detailing any deviations.
 - 3.3 Some machines list preferred options. This shall not be construed as required.

- 3.4 Successful Bidder will supply, at their expense, a complete Service and Parts manual which will be delivered with the equipment, if awarded to the vendor
- 3.5 Bid should include all freight and installation expenses.
- 3.6 Prices quoted are to be firm and final, and prices shall be stated in units of quantity specified with packing, shipping and handling charges included. Any and all discounts for which the City of Shrewsbury qualifies should be applied and included in the bid.
- 3.7 Payment will be made through normal purchase order and invoice procedures.
- 3.8 Vendor will supply, upon request, a current financial statement. , if awarded to the vendor
- 3.9 Each bid shall be submitted on the attached form, which shall be completed with the full name of the company submitting the proposal. The proposal shall be signed by an authorized agent or officer of the company, stating his/her title, along with the complete mailing address, telephone number and e-mail address stated.
- 4 **Bidder's Declaration.** The Vendor will not be permitted to use, to its advantage, any omission or error in the Request for Bids, the specifications, requirements, or the contract documents, and the City reserves the right to issue corrections for such error or omission. All Vendors submitting Bids must submit the Bidders Declaration (the "Bidders Declaration"), which is part of the Bid Form, a copy of which is attached. The Bidder's Declaration states that (s)he has examined the information, is familiar with the requirements as to equipment, supplies, and labor of such undertaking; and the (s)he has carefully prepared, examined, and checked the Bid to ascertain that no mistake or error is contained in the Bid; and that (s)he will make no claim for correction or modification after the receipt of the bids.
- 5 **Deviations.** All specifications listed are intended to be preferred function and performance specifications. No specifications should be construed as representing any particular brand of equipment. Bidders should propose to furnish equipment that comes closest to meeting the details of the specifications. Where deviations from the specifications are necessary, bidder must specify such deviation in the Bidder's Response Form, stating why the equipment (s)he proposes will render equivalent reliability or performance. If there is insufficient room for detailing deviation, please indicate "See deviation" and attach, clearly indicating the bullet number on any such attachments. Failure to detail all such deviations will provide a basis for rejection of the entire proposal. Substantial deviations will not be considered.
- 6 **Addendum:** Any correction or additional interpretation of this RFP will be made by addendum mailed or e-mailed to each recipient of this RFP. No Bidder may use any known inadvertent omission or mistake in this RFP to his/her advantage. The City of Shrewsbury Parks and Recreation Department will not be responsible for any other misinterpretation. Responses to questions of RFP interpretation may be made known to all prospective Bidders if the lack of such information would be prejudicial to uninformed Bidders.
- 7 **Bid Valid for Six Months.** No bid may be withdrawn for a period of six (6) months following the date specified for receipt of the bids.
- 8 **Right to Reject Bids.** The City reserves the right to reject any or all Bids and to waive any informalities in the Bid or bid and to accept the Bid that, in the sole judgement of the City, will be in the best interest and/or most advantageous to the City and the citizens to be served.

GENERAL TERMS AND CONDITIONS

- 9 **Tax Exemption.** The City of Shrewsbury is exempt from all sales tax. Exemption certificates will be furnished upon request. In billing to the City, the City represents that it qualifies for the sales tax exemption for local government under Missouri State Tax Law. Therefore, no sales tax applies to any Vendor's invoice.

10 **Insurance**

10.1 **General**. The Vendor shall respond to these specifications as an independent contractor and not as an employee of the City of Shrewsbury. An original Certificate of Insurance from the company of record must be furnished to the City and provide that the City of Shrewsbury is an “Additional Insured.” The Vendor must obtain and maintain, at its sole expense, insurance of the type and minimum amounts stated below. This requirement of insurance does not limit the Vendor’s liability in any manner. This insurance coverage shall not be amended or cancelled without prior written notification to and written approval from the City of Shrewsbury.

10.2 **Worker’s Compensation Insurance**. The Vendor shall procure and shall maintain Worker’s Compensation Insurance for all of its employees to be engaged and perform work, and in case such work is sublet, the Concessionaire shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all such employees to be engaged by the Vendor for such work unless such employees are covered by the protection afforded by the Vendor’s Worker’s Compensation Insurance. In the event any class of employees engaged in hazardous work is not protected under the Worker’s Compensation statute, the Vendor shall provide and shall cause such subcontractor to provide adequate Employer’s Liability insurance for the protection of its employees not otherwise protected.

10.3 **Comprehensive General Liability Insurance**. The Vendor shall carry public and property damage insurance which shall include bodily injury and accidental death to any person and subject at the minimum limits set forth below:

Public Liability	\$1,000,000 per person	\$2,000,000 per occurrence
Property Damage	\$1,000,000 per person	\$2,000,000 aggregate

10.4 **Comprehensive Automobile Liability Insurance**. The Vendor shall maintain Comprehensive Automobile Liability Insurance Coverage in the amounts not less than the minimum limits set forth below:

Bodily Injury, including Death	\$1,000,000 per person
Property Damage	\$1,000,000 per accident

10.5 **Owner’s Protective Insurance**. The Vendor shall obtain and maintain an owner’s protective insurance policy with the City of Shrewsbury named as and “Additionally Insured” with liability limits not less than the minimum limits set forth below:

Bodily Injury, including Death	\$1,000,000 per person	\$2,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence	\$2,000,000 aggregate

11. **Indemnification** - The Vendor covenants and agrees to release the City and any municipal partners from any and all liabilities of any kind or nature in which the rights, cause of action, or claim of any kind or nature whatsoever may hereafter accrue to the Vendor, its employees or agents, by virtue of the Agreement between the Vendor and the City. The Vendor further covenants and agrees to indemnify and hold the City harmless from any and all claims, rights or causes of actions or damages of every kind and nature whatsoever which may arise as a result of the Agreement between the City and the Vendor; and the Vendor shall defend or pay the cost of defense of the City arising by virtue of any claim or cause of action for damages. The Vendor agrees to pay any and all amounts which the City may be required to pay for damages or amounts which the City may be required to pay for damages or compensation connected with any claim arising by virtue of the Agreement between the Vendor and the City. The Vendor further agrees to furnish a Certificate of Insurance to the City in the sum of One Million Dollars (\$1,000,000) designating the City as “Additional Insured” under its terms so as to indemnify the City from any liability the Vendor has agreed to hold the City harmless as set forth herein.

12. **New Equipment**. The proposed equipment must be NEW. Reconditioned or remanufactured machines will not be considered.

13. **Delivery**. Equipment is to be delivered to and set up in Shrewsbury Recreation Complex, ground level, 5200 Shrewsbury Ave, Shrewsbury, MO 63119. Delivery of all equipment is anticipated to be required between April – May 2017. Vendors shall coordinate delivery dates and times with the City of Shrewsbury staff.. Equipment

ordered must be shipped FOB to 5200 Shrewsbury Ave, Shrewsbury, MO 63119. All shipping charges must be prepaid. No Drop Shipments or early delivery allowed

14. **Installation.** Prices reflected shall be installed. Installation shall be defined as placing equipment in the layout designed for the fitness center, balancing all equipment, and making sure that all pieces work properly. The equipment should be ready for customer use.

15. **Rights Reserved.** The City of Shrewsbury reserves the right to cancel all or any part of orders if shipment is not made as promised. Vendor shall notify the City of Shrewsbury if shipment cannot be made as promised. Shipments not made as promised may be cause for forfeiture of the performance bond.

16. **Training.** Vendor quote should include the complete training of four City of Shrewsbury staff members in the proper use and maintenance of all equipment sold. Training is to be conducted within one month of delivery AND six-months after delivery, as needed.

17. **Contractual Incorporation.** All conditions and specifications are incorporated by reference in any purchase order issued or contract signed. All pages of this bid must be returned in its entirety in the bid proposal, along with any deviations from the specifications noted on separate sheets.

Item #1 High End Commercial Grade Treadmills

Quantity = 1

Preferred Specifications:

Belt width minimum 22"

Belt length minimum 60"

0-15% incline

.5 – 15 mph speed range

Integrated fans

Impact absorption system on running surface

Pre-set workout programs

Contact heart rate monitoring and Polar compatible

Contact grip, wireless heart rate monitor

Must allow for Managers and Maintenance crew to adjust settings for workout length, default settings and programming options

Console read-out to include: elapsed time, distance, total calories burned, incline, speed (mph and pace), and program profile

Min. 5 HP motor

On-the-fly programming

Min. (1) C-Safe Port

Maximum user weight 400 lbs.

MAKE: _____ MODEL: _____

WARRANTIES: Frame _____
Parts _____
Labor _____
Belt, Deck & other wear items (i.e., motor brushes, roller bearings, etc.) _____
Motor and Motor Electronics _____

_____ Check here if there are any variations or exceptions to the specifications listed by The City of Shrewsbury; attach a separate sheet with complete details of same or explain below.

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Shipping</u>	<u>Total Price</u>
Treadmills	1	_____	_____	_____
Treadmills (including 3 yrs. parts + labor)		_____	_____	_____

All prices listed here must be transferred to bid summary sheet.

Item #1 Low End Commercial Grade Treadmills

Quantity = 1

Preferred Specifications:

Belt width minimum 22"

Belt length minimum 60"

0-15% incline

.5 – 15 mph speed range

Integrated fans

Impact absorption system on running surface

Pre-set workout programs

Contact heart rate monitoring and Polar compatible

Contact grip, wireless heart rate monitor

Must allow for Managers and Maintenance crew to adjust settings for workout length, default settings and programming options

Console read-out to include: elapsed time, distance, total calories burned, incline, speed (mph and pace), and program profile

Min. 5 HP motor

On-the-fly programming

Min. (1) C-Safe Port

Maximum user weight 400 lbs.

MAKE: _____ MODEL: _____

WARRANTIES: Frame _____
Parts _____
Labor _____
Belt, Deck & other wear items (i.e., motor brushes, roller bearings, etc.) _____
Motor and Motor Electronics _____

_____ Check here if there are any variations or exceptions to the specifications listed by The City of Shrewsbury; attach a separate sheet with complete details of same or explain below.

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Shipping</u>	<u>Total Price</u>
Treadmills	1	_____	_____	_____
Treadmills (including 3 yrs. parts + labor)		_____	_____	_____

All prices listed here must be transferred to bid summary sheet.

**City of Shrewsbury Fitness Equipment
BID FORM SUMMARY SHEET**

Section I – Cardio	Model	Qty.	Unit Price	Shipping	Extended Price
1. High End Commercial Treadmill	_____	<u>1</u>	\$ _____	\$ _____	\$ _____
2. Low End Commercial Treadmill	_____	<u>1</u>	\$ _____	\$ _____	\$ _____

SUB-TOTAL \$ _____

* *Per unit cost for wireless transmitter if not integrated* \$ _____

TOTAL BID \$ _____

Delivery Lead Time _____ weeks

Bidder's Declaration

Vendor: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Representative's Name: _____

The bidder declares that:

1. (S)he is owner, partner, office, representative or agent of _____, the Bidder that has submitted the attached bid
2. (S)he examined the information and conditions surrounding the material contemplated by this Request for Bids, and is familiar with the requirements as to equipment, supplies, and labor of such undertaking; and that (s)he has carefully prepared, examined, and checked this Bid to the end that no mistake or error has occurred in the Bid; and that (s)he will make no claim for correction or modification after the closing time for the receipt of bids.
3. (S)he is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
4. Such bid is genuine and is not a collusive or sham bid;
5. The price or prices quoted in the attached bid are fair and proper, and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed _____ Date _____

Title _____

Subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public: _____

My Commission expires: _____